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UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

MICHAEL BARZMAN,

Defendant.

No. CR 2:23-cr-00169-MEMF

PLEA AGREEMENT FOR DEFENDANT
MICHAEL BARZMAN

1. This constitutes the plea agreement between Michael Barzman ("defendant") and the United States Attorney's Office for the Central District of California ("the USAO") in the investigation of the creation of forged paintings purporting to have been created by the artist Jean-Michel Basquiat ("Basquiat") and subsequent misrepresentations to federal agents concerning those paintings.

1 This agreement is limited to the USAO and cannot bind any other
2 federal, state, local, or foreign prosecuting, enforcement,
3 administrative, or regulatory authorities.

4 DEFENDANT'S OBLIGATIONS

5 2. Defendant agrees to:

6 a. At the earliest opportunity requested by the USAO and
7 provided by the Court, appear and plead guilty to the single-count
8 information in the form attached to this agreement as Exhibit A or a
9 substantially similar form, which charges defendant with making false
10 statements to a government agency, in violation of 18 U.S.C.

11 § 1001(a)(2).

12 b. Not contest facts agreed to in this agreement.

13 c. Abide by all agreements regarding sentencing contained
14 in this agreement.

15 d. Appear for all court appearances, surrender as ordered
16 for service of sentence, obey all conditions of any bond, and obey
17 any other ongoing court order in this matter.

18 e. Not commit any crime; however, offenses that would be
19 excluded for sentencing purposes under United States Sentencing
20 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
21 within the scope of this agreement.

22 f. Be truthful at all times with the United States
23 Probation and Pretrial Services Office and the Court.

24 g. Pay the applicable special assessment at or before the
25 time of sentencing unless defendant has demonstrated a lack of
26 ability to pay such assessments.

27 h. Give up the right to indictment by a grand jury and,
28 at the earliest opportunity requested by the USAO and provided by the

1 Court, appear and plead guilty to a single-count information in the
2 form attached to this agreement as Exhibit A or a substantially
3 similar form, which charges defendant with making false statements to
4 a government agency, in violation of 18 U.S.C. § 1001(a)(2).

5 THE USAO'S OBLIGATIONS

6 3. The USAO agrees to:

7 a. Not contest facts agreed to in this agreement.

8 b. Abide by all agreements regarding sentencing contained
9 in this agreement.

10 c. At the time of sentencing, provided that defendant
11 demonstrates an acceptance of responsibility for the offense up to
12 and including the time of sentencing, recommend a two-level reduction
13 in the applicable Sentencing Guidelines offense level, pursuant to
14 U.S.S.G. § 3E1.1.

15 NATURE OF THE OFFENSE

16 4. Defendant understands that for defendant to be guilty of
17 the crime charged in the information, that is, making false
18 statements to a government agency, in violation of 18 U.S.C.
19 § 1001(a)(2), the following must be true: first, defendant made a
20 false statement; second, the statement was made in a matter within
21 the jurisdiction of the FBI; third, defendant acted willfully, that
22 is, defendant acted deliberately and with knowledge both that the
23 statement was untrue and that his conduct was unlawful; and fourth,
24 the statement was material to the activities or decisions of the FBI,
25 that is, it had a natural tendency to influence, or was capable of
26 influencing, the agency's decisions or activities.

PENALTIES

5. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of 18 U.S.C. § 1001(a)(2) is: five years imprisonment; a three-year period of supervised release; a fine of \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

6. Defendant understands that supervised release is a period of time following imprisonment during which defendant will be subject to various restrictions and requirements. Defendant understands that if defendant violates one or more of the conditions of any supervised release imposed, defendant may be returned to prison for all or part of the term of supervised release authorized by statute for the offense that resulted in the term of supervised release, which could result in defendant serving a total term of imprisonment greater than the statutory maximum stated above.

7. Defendant understands that, by pleading guilty, defendant may be giving up valuable government benefits and valuable civic rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the right to serve on a jury. Defendant understands that he is pleading guilty to a felony and that it is a federal crime for a convicted felon to possess a firearm or ammunition. Defendant understands that the conviction in this case may also subject defendant to various other collateral consequences, including but not limited to revocation of probation, parole, or supervised release in another case and suspension or revocation of a professional license. Defendant understands that unanticipated

1 collateral consequences will not serve as grounds to withdraw
2 defendant's guilty plea.

3 8. Defendant and his counsel have discussed the fact that, and
4 defendant understands that, if defendant is not a United States
5 citizen, the conviction in this case makes it practically inevitable
6 and a virtual certainty that defendant will be removed or deported
7 from the United States. Defendant may also be denied United States
8 citizenship and admission to the United States in the future.
9 Defendant understands that while there may be arguments that
10 defendant can raise in immigration proceedings to avoid or delay
11 removal, removal is presumptively mandatory and a virtual certainty
12 in this case. Defendant further understands that removal and
13 immigration consequences are the subject of a separate proceeding and
14 that no one, including his attorney or the Court, can predict to an
15 absolute certainty the effect of his conviction on his immigration
16 status. Defendant nevertheless affirms that he wants to plead guilty
17 regardless of any immigration consequences that his plea may entail,
18 even if the consequence is automatic removal from the United States.

19 FACTUAL BASIS

20 9. Defendant admits that defendant is, in fact, guilty of the
21 offense to which defendant is agreeing to plead guilty. Defendant
22 and the USAO agree to the statement of facts provided below and agree
23 that this statement of facts is sufficient to support a plea of
24 guilty to the charge described in this agreement and to establish the
25 Sentencing Guidelines factors set forth in paragraph 11 below but is
26 not meant to be a complete recitation of all facts relevant to the
27 underlying criminal conduct or all facts known to either party that
28 relate to that conduct.

1 On or about August 18, 2022, and October 13, 2022, in Los
2 Angeles County, within the Central District of California, defendant
3 knowingly and willfully made false statements to the FBI. The
4 statements were made in a matter within the jurisdiction of the FBI.
5 Defendant made the statements deliberately with knowledge that the
6 statements were untrue and that defendant's conduct was unlawful.
7 Further, the statements were material to the activities and decisions
8 of the FBI and were capable of influencing the agency's decisions and
9 activities.

10 Creation of Fake Jean-Michel Basquiat Paintings

11 In approximately 2012, defendant and an associate, J.F., formed
12 a plan to create drawings and paintings in the style of celebrated
13 painter, Jean-Michel Basquiat, and market the artworks for sale as if
14 they were authentic works by the artist. Defendant and J.F. worked
15 together to create a series of paintings and drawings designed to
16 look like works by Basquiat ("the Fraudulent Paintings"). J.F. spent
17 a maximum of 30 minutes on each image and as little as five minutes
18 on others, and then gave them to defendant to sell on eBay.
19 Defendant and J.F. agreed to split the money that they made from
20 selling the Fraudulent Paintings. J.F. and defendant created
21 approximately 20-30 artworks by using various art materials to create
22 colorful images on cardboard. After finishing the images, defendant
23 and J.F. placed them outdoors to expose them to the elements and thus
24 create an aged appearance consistent with works made in the 1980's
25 when Basquiat was painting. Defendant then sold the works and gave
26 half of the profits to J.F.

27 //

The Fraudulent Paintings created by J.F. and/or defendant included the following works:



Invention of a False Provenance

Provenance is the history of the ownership of a piece of artwork, beginning with the hand of the artist and continuing to the

1 present owner of the artwork. Establishing provenance is essential
2 in determining if a piece of artwork is authentic.

3 Provenance documentation can include invoices, gallery records,
4 gallery labels, or documentation from an artist's foundation, estate,
5 or authentication boards as examples. Provenance records can also
6 include auction records and records of exhibitions of artwork at
7 museums and at other art exhibitions. Exhibiting artwork at museums
8 adds to the authenticity of artwork. Artwork purported to be by an
9 established artist with no provenance has less value than artwork by
10 the same established artist which has an established provenance.

11 In 2012, during the time that defendant was creating the
12 Fraudulent Paintings, he also worked as an auctioneer and ran a
13 business called Mike Barzman Auctions that focused on purchasing and
14 reselling the contents of unpaid storage units. Defendant purchased
15 the contents of a unit previously rented by a well-known
16 screenwriter, Thaddeus Mumford Jr. ("Mumford").

17 Defendant used the acquisition of Mumford's stored items to
18 create a false provenance for the Fraudulent Paintings. Defendant
19 claimed that the Fraudulent Paintings were found inside Mumford's
20 storage unit along with Mumford's other possessions. To bolster this
21 false provenance, defendant gave buyers of the Fraudulent Paintings a
22 ticket stub from a storage unit with locker number "2125," and told
23 them that it had come from Mumford's locker. Defendant also provided
24 a group of buyers with a notarized document affirming that the
25 Fraudulent Paintings came from Mumford's storage unit.

26 Exhibition at the Orlando Museum of Art

27 On February 12, 2022, the Orlando Museum of Art opened an
28 exhibit entitled "Heroes & Monsters: Jean-Michel Basquiat, the

1 Thaddeus Mumford, Jr. Venice Collection" featuring 25 paintings
2 purportedly by Basquiat. Most of the featured works had, in fact,
3 been created by defendant and J.F. Defendant was aware of the
4 exhibition and knew that he had created or co-created the majority of
5 the featured works. The exhibition catalogue included an essay
6 stating that some of the featured pieces had previously been kept in
7 Mumford's storage-locker. The essay also referenced a sworn
8 statement from a "small-time Los Angeles auctioneer" - defendant -
9 stating that defendant had purchased the contents of Mumford's
10 locker, including paintings on cardboard.

11 June 14, 2022, Interview and False Statements

12 On June 14, 2022, FBI Special Agents interviewed defendant at
13 his home in Los Angeles, within the Central District of California.
14 In the beginning of the interview, the agents cautioned defendant to
15 be honest because lying to an FBI agent can constitute a crime.

16 Defendant told the agents that he had previously been in the
17 business of buying the contents of storage-lockers. He claimed that
18 approximately ten years prior to the interview, while working in the
19 storage-locker purchasing business, he came across art that he
20 thought "might have been" made by Basquiat, which he sold to "a
21 couple of groups of people." Defendant told the agents that he sold
22 the works as "in the manner of" Basquiat after seeking opinions on
23 their authenticity and hearing from people that the works didn't look
24 right or would be very hard to authenticate. Defendant stated that
25 he had doubts as to the authenticity of the works but never told
26 agents that he knew they were inauthentic.

27 Defendant told the agents that he had purchased the contents of
28 a storage unit belonging to Mumford, but that he did not know whether

1 the artwork came from that unit and "never even thought that."
2 Defendant told the agents that members of a group of buyers that
3 included T.B., W.F., and L.M. contacted him for years and repeatedly
4 asked him to sign paperwork saying that the works came from the
5 Mumford storage unit. Defendant told the agents that the buyers
6 offered him \$5,000 to sign documents authenticating the works.

7 Agents showed defendant a notarized declaration signed by
8 defendant stating that the paintings came from Mumford's storage
9 unit. Defendant claimed that he did not remember signing the
10 document but said he might have.

11 At the time of the interview, defendant knew that Basquiat did
12 not create the Fraudulent Paintings. Further, he knew that it was a
13 lie to tell FBI agents that the works "might have been" by Basquiat,
14 because he and J.F. had actually created them. Defendant knew that
15 his statements to the contrary were untruthful.

16 August 18, 2022, Interview and False Statements

17 On August 18, 2022, FBI Special Agents interviewed defendant at
18 the United States Attorney's Office in Los Angeles, within the
19 Central District of California. At the beginning of the interview,
20 defendant was advised that if he made a knowing and willful false
21 statement, it could subject him to criminal prosecution.

22 Defendant described selling paintings purportedly by Basquiat.
23 When asked where the fake Basquiat paintings came from, defendant
24 responded, "I don't know, they could have come from a storage-locker.
25 I think at the time, I was like almost 90 percent sure they did."
26 When asked where he had acquired the paintings, defendant responded
27 "either a storage-locker, an estate sale, a clear out, I don't know,
28 I had a lot of stuff coming in, so I don't know." Defendant was

1 asked, "Did somebody paint them for you?" Defendant responded, "No."
2 Defendant was asked whether he painted the works himself. He
3 responded, "No."

4 At the time of the interview, defendant knew that he and J.F.
5 had created the paintings and that his statements to the contrary
6 were untruthful. His statement that he did not make the paintings or
7 have someone make them for him were material to the activities and
8 decisions of the FBI and were capable of influencing the agency's
9 decisions and activities.

10 October 13, 2022, Interview and False Statements

11 On October 13, 2022, FBI Special Agents interviewed defendant at
12 the United States Attorney's Office in Los Angeles, within the
13 Central District of California. In the beginning of the interview,
14 defendant was again advised that lying to the interviewing agents
15 would constitute a crime. Defendant admitted that he knew "it was a
16 lie" that the artwork came from Mumford's storage-locker.

17 Nevertheless, defendant still denied making the Fraudulent Paintings.

18 Agents showed defendant a label on the back of one of the
19 Fraudulent Paintings. The painting was one of the items that
20 defendant had sold, and that was later displayed in the Orlando
21 Museum of Art. Agents pointed out that a shipping label bearing
22 defendant's name and former address was attached to the cardboard on
23 which the painting had been created. There was dried paint on top of
24 the shipping label. Defendant claimed that he had never seen the
25 work and said that he had no idea how a shipping label bearing his
26 information got on the back of it. Defendant denied making the art
27 and claimed that he could not think of anyone else who could have
28 been involved in its creation.

1 At the time of the interview, defendant knew that he had created
2 the Fraudulent Paintings, that he and J.F. had fabricated a series of
3 Fraudulent Paintings together, and that a label bearing his name was
4 on the artwork because the cardboard had been in his possession prior
5 to the painting's creation. His statements that he did not make the
6 paintings or have someone make them for him were material to the
7 activities and decisions of the FBI and were capable of influencing
8 the agency's decisions and activities.

9 October 21, 2022, Interview and Admissions

10 On October 21, 2022, FBI Special Agents interviewed defendant at
11 the United States Attorney's Office in Los Angeles, within the
12 Central District of California. Defendant admitted that he "lied
13 about the entire thing" and that he "created the pieces" with his
14 friend, J.F. Defendant admitted to signing a notarized document for
15 a group of buyers, including L.M. and T.B., stating that the
16 Fraudulent Paintings came from Mumford's storage unit bearing unit
17 number 2125. He told agents that he signed the document and had it
18 notarized after T.B. offered him \$10,000 or \$15,000 to sign the
19 paperwork. Defendant said that he was never paid.

20 Defendant told agents that in approximately 2017 or 2018, he
21 informed L.M. that he could not prove the Mumford provenance story,
22 and L.M. reacted with anger.

23 SENTENCING FACTORS

24 10. Defendant understands that in determining defendant's
25 sentence the Court is required to calculate the applicable Sentencing
26 Guidelines range and to consider that range, possible departures
27 under the Sentencing Guidelines, and the other sentencing factors set
28 forth in 18 U.S.C. § 3553(a). Defendant understands that the

1 Sentencing Guidelines are advisory only, that defendant cannot have
2 any expectation of receiving a sentence within the calculated
3 Sentencing Guidelines range, and that after considering the
4 Sentencing Guidelines and the other § 3553(a) factors, the Court will
5 be free to exercise its discretion to impose any sentence it finds
6 appropriate up to the maximum set by statute for the crime of
7 conviction.

8 11. Defendant and the USAO agree to the following applicable
9 Sentencing Guidelines factors:

10 Base Offense Level: 6 U.S.S.G. § 2B1.1(a)(2)

11
12 Defendant and the USAO reserve the right to argue that additional
13 specific offense characteristics, adjustments, and departures under
14 the Sentencing Guidelines are appropriate. Defendant understands
15 that defendant's offense level could be increased if defendant is a
16 career offender under U.S.S.G. §§ 4B1.1 and 4B1.2. If defendant's
17 offense level is so altered, defendant and the USAO will not be bound
18 by the agreement to Sentencing Guideline factors set forth above.

19 12. Defendant understands that there is no agreement as to
20 defendant's criminal history or criminal history category.

21 13. Defendant and the USAO reserve the right to argue for a
22 sentence outside the sentencing range established by the Sentencing
23 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
24 (a)(2), (a)(3), (a)(6), and (a)(7).

25 WAIVER OF CONSTITUTIONAL RIGHTS

26 14. Defendant understands that by pleading guilty, defendant
27 gives up the following rights:

28 a. The right to persist in a plea of not guilty.

1 b. The right to a speedy and public trial by jury.

2 c. The right to be represented by counsel - and if
3 necessary have the Court appoint counsel - at trial. Defendant
4 understands, however, that, defendant retains the right to be
5 represented by counsel - and if necessary have the Court appoint
6 counsel - at every other stage of the proceeding.

7 d. The right to be presumed innocent and to have the
8 burden of proof placed on the government to prove defendant guilty
9 beyond a reasonable doubt.

10 e. The right to confront and cross-examine witnesses
11 against defendant.

12 f. The right to testify and to present evidence in
13 opposition to the charges, including the right to compel the
14 attendance of witnesses to testify.

15 g. The right not to be compelled to testify, and, if
16 defendant chose not to testify or present evidence, to have that
17 choice not be used against defendant.

18 h. Any and all rights to pursue any affirmative defenses,
19 Fourth Amendment or Fifth Amendment claims, and other pretrial
20 motions that have been filed or could be filed.

21 WAIVER OF APPEAL OF CONVICTION

22 15. Defendant understands that, with the exception of an appeal
23 based on a claim that defendant's guilty plea was involuntary, by
24 pleading guilty defendant is waiving and giving up any right to
25 appeal defendant's conviction on the offense to which defendant is
26 pleading guilty. Defendant understands that this waiver includes,
27 but is not limited to, arguments that the statute to which defendant
28 is pleading guilty is unconstitutional, and any and all claims that

1 the statement of facts provided herein is insufficient to support
2 defendant's plea of guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

4 16. Defendant agrees that, provided the Court imposes a total
5 term of imprisonment on the count of conviction below the statutory
6 maximum sentence, defendant gives up the right to appeal all of the
7 following: (a) the procedures and calculations used to determine and
8 impose any portion of the sentence; (b) the term of imprisonment
9 imposed by the Court; (c) the fine imposed by the Court, provided it
10 is within the statutory maximum; (d) to the extent permitted by law,
11 the constitutionality or legality of defendant's sentence, provided
12 it is within the statutory maximum; (e) the term of probation or
13 supervised release imposed by the Court, provided it is within the
14 statutory maximum; and (f) any of the following conditions of
15 probation or supervised release imposed by the Court: the conditions
16 set forth in Second Amended General Order 20-04 of this Court; the
17 drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and
18 3583(d); and the alcohol and drug use conditions authorized by 18
19 U.S.C. § 3563(b)(7).

20 17. The USAO agrees that, provided all portions of the sentence
21 are at or below the statutory maximum specified above, the USAO gives
22 up its right to appeal any portion of the sentence.

23 18. Defendant also gives up any right to bring a post-
24 conviction collateral attack on the conviction or sentence, except a
25 post-conviction collateral attack based on a claim of ineffective
26 assistance of counsel, a claim of newly discovered evidence, or an
27 explicitly retroactive change in the applicable Sentencing
28 Guidelines, sentencing statutes, or statutes of conviction.

1 Defendant understands that this waiver includes, but is not limited
2 to, arguments that the statute to which defendant is pleading guilty
3 is unconstitutional, and any and all claims that the statement of
4 facts provided herein is insufficient to support defendant's plea of
5 guilty.

6 RESULT OF WITHDRAWAL OF GUILTY PLEA

7 19. Defendant agrees that if, after entering a guilty plea
8 pursuant to this agreement, defendant seeks to withdraw and succeeds
9 in withdrawing defendant's guilty plea on any basis other than a
10 claim and finding that entry into this plea agreement was
11 involuntary, then (a) the USAO will be relieved of all of its
12 obligations under this agreement; and (b) should the USAO choose to
13 pursue any charge that was either dismissed or not filed as a result
14 of this agreement, then (i) any applicable statute of limitations
15 will be tolled between the date of defendant's signing of this
16 agreement and the filing commencing any such action; and
17 (ii) defendant waives and gives up all defenses based on the statute
18 of limitations, any claim of pre-indictment delay, or any speedy
19 trial claim with respect to any such action, except to the extent
20 that such defenses existed as of the date of defendant's signing this
21 agreement.

22 EFFECTIVE DATE OF AGREEMENT

23 20. This agreement is effective upon signature and execution of
24 all required certifications by defendant, defendant's counsel, and an
25 Assistant United States Attorney.

26 BREACH OF AGREEMENT

27 21. Defendant agrees that if defendant, at any time after the
28 signature of this agreement and execution of all required

1 certifications by defendant, defendant's counsel, and an Assistant
2 United States Attorney, knowingly violates or fails to perform any of
3 defendant's obligations under this agreement ("a breach"), the USAO
4 may declare this agreement breached. All of defendant's obligations
5 are material, a single breach of this agreement is sufficient for the
6 USAO to declare a breach, and defendant shall not be deemed to have
7 cured a breach without the express agreement of the USAO in writing.
8 If the USAO declares this agreement breached, and the Court finds
9 such a breach to have occurred, then: (a) If defendant has previously
10 entered a guilty plea pursuant to this agreement, defendant will not
11 be able to withdraw the guilty plea, and (b) the USAO will be
12 relieved of all its obligations under this agreement.

13 22. Following the Court's finding of a knowing breach of this
14 agreement by defendant, should the USAO choose to pursue any charge
15 that was either dismissed or not filed as a result of this agreement,
16 then:

17 a. Defendant agrees that any applicable statute of
18 limitations is tolled between the date of defendant's signing of this
19 agreement and the filing commencing any such action.

20 b. Defendant waives and gives up all defenses based on
21 the statute of limitations, any claim of pre-indictment delay, or any
22 speedy trial claim with respect to any such action, except to the
23 extent that such defenses existed as of the date of defendant's
24 signing this agreement.

25 c. Defendant agrees that: (i) any statements made by
26 defendant, under oath, at the guilty plea hearing (if such a hearing
27 occurred prior to the breach); (ii) the agreed to factual basis
28 statement in this agreement; and (iii) any evidence derived from such

1 statements, shall be admissible against defendant in any such action
2 against defendant, and defendant waives and gives up any claim under
3 the United States Constitution, any statute, Rule 410 of the Federal
4 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
5 Procedure, or any other federal rule, that the statements or any
6 evidence derived from the statements should be suppressed or are
7 inadmissible.

8 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

9 OFFICE NOT PARTIES

10 23. Defendant understands that the Court and the United States
11 Probation and Pretrial Services Office are not parties to this
12 agreement and need not accept any of the USAO's sentencing
13 recommendations or the parties' agreements to facts or sentencing
14 factors.

15 24. Defendant understands that both defendant and the USAO are
16 free to: (a) supplement the facts by supplying relevant information
17 to the United States Probation and Pretrial Services Office and the
18 Court, (b) correct any and all factual misstatements relating to the
19 Court's Sentencing Guidelines calculations and determination of
20 sentence, and (c) argue on appeal and collateral review that the
21 Court's Sentencing Guidelines calculations and the sentence it
22 chooses to impose are not error, although each party agrees to
23 maintain its view that the calculations in paragraph 11 are
24 consistent with the facts of this case. While this paragraph permits
25 both the USAO and defendant to submit full and complete factual
26 information to the United States Probation and Pretrial Services
27 Office and the Court, even if that factual information may be viewed
28 as inconsistent with the facts agreed to in this agreement, this

1 paragraph does not affect defendant's and the USAO's obligations not
2 to contest the facts agreed to in this agreement.

3 25. Defendant understands that even if the Court ignores any
4 sentencing recommendation, finds facts or reaches conclusions
5 different from those agreed to, and/or imposes any sentence up to the
6 maximum established by statute, defendant cannot, for that reason,
7 withdraw defendant's guilty plea, and defendant will remain bound to
8 fulfill all defendant's obligations under this agreement. Defendant
9 understands that no one -- not the prosecutor, defendant's attorney,
10 or the Court -- can make a binding prediction or promise regarding
11 the sentence defendant will receive, except that it will be within
12 the statutory maximum.

13 NO ADDITIONAL AGREEMENTS

14 26. Defendant understands that, except as set forth herein,
15 there are no promises, understandings, or agreements between the USAO
16 and defendant or defendant's attorney, and that no additional
17 promise, understanding, or agreement may be entered into unless in a
18 writing signed by all parties or on the record in court.

19 //

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

27. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

E. MARTIN ESTRADA
United States Attorney

Matthew O'Brien

April 10, 2023

ALIX MCKENNA
MATTHEW W. O'BRIEN
MARK A. WILLIAMS
Assistant United States Attorneys

Date

MICHAEL BARZMAN
Defendant

Date

/s/ (via email authorization)

March 16, 2023

JOEL KOURY
Attorney for Defendant MICHAEL
BARZMAN

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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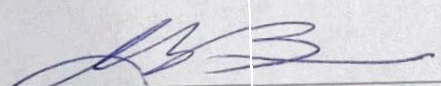
AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

E. MARTIN ESTRADA
United States Attorney

ALIX MCKENNA
MATTHEW W. O'BRIEN
MARK A. WILLIAMS
Assistant United States Attorneys

Date


MICHAEL BARZMAN
Defendant

3/16/2023
Date

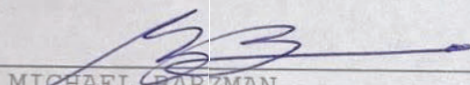
Joel C. Koury
Attorney for Defendant MICHAEL
BARZMAN

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has

1 advised me of my rights, of possible pretrial motions that might be
2 filed, of possible defenses that might be asserted either prior to or
3 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
4 of relevant Sentencing Guidelines provisions, and of the consequences
5 of entering into this agreement. No promises, inducements, or
6 representations of any kind have been made to me other than those
7 contained in this agreement. No one has threatened or forced me in
8 any way to enter into this agreement. I am satisfied with the
9 representation of my attorney in this matter, and I am pleading
10 guilty because I am guilty of the charge and wish to take advantage
11 of the promises set forth in this agreement, and not for any other
12 reason.

13
14 
MICHAEL BARZMAN
Defendant

3/16/2023
Date

15
16
17
18 CERTIFICATION OF DEFENDANT'S ATTORNEY

19 I am Michael Barzman's attorney. I have carefully and
20 thoroughly discussed every part of this agreement with my client.
21 Further, I have fully advised my client of his rights, of possible
22 pretrial motions that might be filed, of possible defenses that might
23 be asserted either prior to or at trial, of the sentencing factors
24 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
25 provisions, and of the consequences of entering into this agreement.
26 To my knowledge: no promises, inducements, or representations of any
27 kind have been made to my client other than those contained in this
28 agreement; no one has threatened or forced my client in any way to

1 enter into this agreement; my client's decision to enter into this
2 agreement is an informed and voluntary one; and the factual basis set
3 forth in this agreement is sufficient to support my client's entry of
4 a guilty plea pursuant to this agreement.

5 /s/ (via email authorization)

March 16, 2023

6 _____
JOEL KOURY
7 Attorney for Defendant MICHAEL
BARZMAN

Date

Exhibit A

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

MICHAEL BARZMAN,

Defendant.

No.

I N F O R M A T I O N

[18 U.S.C. § 1001(a)(2): Making
False Statements]

The United States Attorney charges:

INTRODUCTORY ALLEGATIONS

At times relevant to this Information:

1. In approximately 2012, defendant and an associate, J.F., formed a plan to create drawings and paintings in the style of celebrated painter, Jean-Michel Basquiat, and market the artworks for sale as if they were authentic works by the artist.

2. Defendant and J.F. worked together to create a series of paintings and drawings designed to look like works by Basquiat ("the Fraudulent Paintings"). J.F. and defendant created approximately 20-30 artworks by using various art materials to create colorful images on cardboard.

1 3. Defendant then sold the Fraudulent Paintings and gave
2 a share of the profits to J.F.

3 4. These Introductory Allegations are incorporated into
4 the following count of this Information.

5 [18 U.S.C. § 1001(a)(2)]

6 Between on or about August 18, 2022, and October 13, 2022,
7 in a matter within the jurisdiction of the executive branch of
8 the government of the United States, specifically, the Federal
9 Bureau of Investigation, defendant MICHAEL BARZMAN knowingly and
10 willfully made materially false, fictitious, and fraudulent
11 statements and representations to the FBI for the purpose of
12 influencing an FBI investigation in the Central District of
13 California. Specifically:

14 1. When asked whether someone painted the Fraudulent
15 Paintings for Barzman, he responded "no." When asked whether he
16 painted them himself, defendant responded "no." In truth and in
17 fact, defendant knew that he and his friend, J.F. made the
18 Fraudulent Paintings.

19 2. Special Agents showed defendant one of the Fraudulent
20 Paintings, which bore a shipping label with his name on it.
21 Defendant told the Special Agents that he had never seen the

22 //

23 //

24 //

25 //

26 //

27 //

28 //

1 work before. In truth and in fact, defendant knew that he
2 and/or his friend J.F. made the work.

3 E. MARTIN ESTRADA
4 United States Attorney

5
6 MACK E. JENKINS
7 Assistant United States Attorney
8 Chief, Criminal Division

9 MARK A. WILLIAMS
10 Assistant United States Attorney
11 Chief, Environmental and
12 Community Safety Crimes Section

13 MATTHEW W.O'BRIEN
14 Assistant United States Attorney
15 General Crimes Section

16 ALIX MCKENNA
17 Assistant United States Attorney
18 General Crimes Section
19
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CERTIFICATE OF SERVICE

I, **Catherine Wilkinson**, declare:

That I am a citizen of the United States and a resident of or employed in Los Angeles County, California; that my business address is the Office of United States Attorney, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of 18; and that I am not a party to the above-titled action;

That I am employed by the United States Attorney for the Central District of California, who is a member of the Bar of the United States District Court for the Central District of California, at whose direction I served a copy of: **Plea Agreement**

☐ Placed in a closed envelope for collection and inter-office delivery, addressed as follows:

☐ Placed in a sealed envelope for collection and mailing via United States mail, addressed as follows:

☐ By hand delivery, addressed as follows:

☐ By facsimile, as follows:

☒ Via email, as follows:

☐ By Federal Express, as follows:

jckoury@aol.com

This Certificate is executed on **April 11, 2023**, at Los Angeles, California. I certify under penalty of perjury that the foregoing is true and correct.

Catherine Wilkinson

Catherine Wilkinson
Legal Assistant